IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 18-cv-137

RANDALL L. RADDATZ 1171 County Road H New Richmond, WI 54017,

DENNIS RADDATZ 1175 County Road H New Richmond, WI 54017,

MARY BETH RADDATZ 1175 County Road H New Richmond, WI 54017,

ASHLEY RADDATZ 950 140th Avenue New Richmond, WI 54017,

COUNTRYSIDE COOPERATIVE 514 East Main Street Durand, WI 54736,

CNH INDUSTRIAL CAPITAL AMERICA, LLC c/o CT Corporation System, Registered Agent 301 S. Bedford Street, Suite 1 Madison, WI 53703,

THE COOPERATIVE FINANCE ASSOCIATION, INC. c/o CT Corporation System, Registered Agent 120 South Central Avenue Clayton, MO 63105, DEERE & COMPANY c/o CT Corporation System, Registered Agent 301 S. Bedford Street, Suite 1 Madison, WI 53703,

DEERE CREDIT, INC. c/o CT Corporation System, Registered Agent 301 S. Bedford Street, Suite 1 Madison, WI 53703,

SHEFFIELD FINANCIAL A Division of Branch Banking & Trust Company P.O. Box 1704 Clemmons, NC 27012,

DAVID J. GREVICH 244 192nd Street Star Prairie, WI 54026,

and

FIRST NATIONAL COMMUNITY BANK 109 East Second Street P.O. Box 89 New Richmond, WI 54017,

Defendants.

COMPLAINT

Plaintiff, United States of America, by Scott C. Blader, United States Attorney for the Western District of Wisconsin, by Assistant United States Attorney Barbara L. Oswald, for its cause of action alleges that:

- 1. This is a civil action brought by the United States of America ("Plaintiff") pursuant to 28 U.S.C. § 1345.
- 2. Defendant Randall L. Raddatz ("Borrower") resides in New Richmond, Wisconsin, and the subject property is located in St. Croix County, Wisconsin, which are within the Western District of Wisconsin.
- 3. The remaining Defendants purport to have an interest in the subject property.

COUNTS I AND II

4. Borrower executed and delivered to Plaintiff, acting through the Farm Serviced Agency, United States Department of Agriculture, the following promissory notes ("Notes"):

<u>Date</u>	<u>Amount</u>	Exhibit No. (attached)
January 29, 2015	\$253,000.00	A
December 6, 2012	\$94,000.00	В

- 5. To secure the Notes, Borrower executed and delivered to Plaintiff a security agreement on January 17, 2012. Borrower has since executed and delivered another security agreement on January 29, 2015, a copy of which is attached as Exhibit C.
- 6. Plaintiff duly filed the following financing statements and financing statement amendment for the record:

<u>Date</u>	<u>Exhibit No. (attached)</u>
January 29, 2015	D
January 29, 2015	E
January 13, 2012	F
	_

- 7. By virtue of the Notes, security agreement, and financing statements, Plaintiff has a security interest in all farm products, crops, livestock, and farm equipment owned by Borrower. The property includes, but is not limited to, the property described in the security agreement that is attached as Exhibit C.
- 8. Upon information and belief, the property is in the possession of the Borrower Randall L. Raddatz and/or his father, Defendant Dennis Raddatz, and is located at 1175 County Road H, New Richmond, Wisconsin, 54017.
- 9. To further secure the Notes attached as Exhibits A and B, Borrower executed and delivered to Plaintiff the following duly recorded mortgage upon certain real estate within the jurisdiction of this Court ("Mortgage"):

Date Exhibit No. (attached)

February 2, 2015

G

- 10. Borrower being in default, on or about February 3, 2017, Plaintiff served upon him a Notice of Acceleration of Indebtedness and Demand for Payment, a copy of which is attached as Exhibit H.
- 16. Plaintiff has made the following payment as permitted by the provisions of the mortgage and said payment has become part of the mortgage indebtedness:

Lien Search: \$75.00

17. Borrower owes Plaintiff under the provisions of the Notes, Mortgages, and security agreement, a balance of \$297,319.70, as of February 27, 2018.

COUNT III

11. Borrower also executed and delivered to Plaintiff, acting through the Commodity Credit Corporation, United States Department of Agriculture, the following promissory note and security agreement through the Farm Storage Facility Loan ("FSFL") Program ("FSFL Note"):

<u>Date</u>	<u>Amount</u>	Exhibit No. (attached)
October 18, 2012	\$23,787.24	I

12. Plaintiff, acting through the Commodity Credit Corporation, United States

Department of Agriculture, duly filed the following financing statements and financing

statement amendment for the record:

<u>Date</u>	Exhibit No. (attached)
October 3, 2012	J
September 17, 2012	K

- 13. To further secure the FSFL Note attached as Exhibit I, Borrower and Defendants Dennis Raddatz and Ashley Raddatz executed and delivered to Plaintiff, a Severance Agreement ("Severance Agreement") which was duly recorded with the St. Croix County Register of Deeds, and is attached as Exhibit L.
- 14. By virtue of the FSFL, financing statement, financing statement amendment, and Severance Agreement, Plaintiff has a security interest in a grain bin affixed to real estate owned by Defendants Dennis Raddatz and Mary Beth Raddatz, which real estate is located at 1171 County Road H, New Richmond, Wisconsin 54017.
- 15. By virtue of the Severance Agreement, Plaintiff's security interest in the grain bin is superior to any security interest of Borrower or Defendant Ashley Raddatz,

or of Dennis Raddatz and Mary Beth Raddatz, the owners of the real estate to which the grain bin is affixed:

<u>Date</u> <u>Exhibit No. (attached)</u>

L

October 4, 2012

- 16. Borrower being in default, on or about January 19, 2017, Plaintiff served upon him a Notice of Acceleration, a copy of which is attached as Exhibit M.
- 17. Borrower being in default, on or about February 21, 2017, Plaintiff served upon him a Notice of Repossession, a copy of which is attached as Exhibit N.
- 18. Borrower owes Plaintiff under the provisions of the FSFL Note and Severance Agreement, a balance of \$12,390.26, as of February 27, 2018.

WHEREFORE, Plaintiff requests that an accounting be taken under the direction of this Court of what is due for principal and interest on the Notes, Mortgages, security agreements, and Severance Agreement, that a decree be entered as follows:

- (a) As to Counts I and II, that Borrower pay to Plaintiff the principal of \$281,187.17, and interest of \$16,132.53, together with interest from February 27, 2018, at the rate of \$19.0671 per day computed as provided in the Notes, Mortgages, and security agreements, up to the date on which the decree is entered, plus interest thereafter according to law, costs, disbursements, and expenses;
- (b) As to Count III, that Borrower pay to Plaintiff the principal of \$12,161.38, and interest of \$228.88, together with interest from February 27, 2018, at the rate of \$.333188 per day computed as provided in the FSFL Note, up to the date on which the

decree is entered, plus interest thereafter according to law, costs, disbursements, and expenses;

- (c) In default of such payments, that all legal right, title, and interest that Defendants have in the subject property be sold at public sale in accordance with 28 U.S.C. §§ 2001-2003, and 28 U.S.C. § 2004 and that the amounts due to Plaintiff be paid out of the proceeds of the sale;
- (c) That Defendants and all persons claiming or who may claim by, from, or under them, be absolutely barred and foreclosed from all rights and equity of redemption in the property;
- (d) That if the proceeds of the sales exceed the sum of money to be paid to Plaintiff, any such excess be deposited with the Clerk of this Court subject to further orders of the Court; and
 - (e) For such other and further relief as is just.

Dated this 27th day of February, 2018.

Respectfully submitted,

SCOTT C. BLADER United States Attorney

By:

s/Barbara L. Oswald

BARBARA L. OSWALD Assistant United States Attorney 222 W Washington Ave, Suite 700 Madison, Wisconsin 53703 barbara.oswald@usdoj.gov (608) 264-5158

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

the civil docket sheet. (SEE hv.	STRUCTIONS ON NEXT FAGI	z OF THIS FORM.)					
I. (a) PLAINTIFFS				DEFENDANT	ΓS		
(b) County of Residence (E)	of First Listed Plaintiff XCEPT IN U.S. PLAINTIFF CA	ASES)		County of Residen	(IN U.S. F IN LAND C	PLAINTIFF CASES (CASES, USE THE LOCATION OF
(c) Attorneys (Firm Name, A	Address, and Telephone Numbe	r)		Attorneys (If Know	vn)		
II. BASIS OF JURISDI	ICTION (Place an "X"	in One Box Only)	III. CIT	IZENSHIP OF	PRINCIPA	AL PARTIES	(Place an "X" in One Box for Plaintiff)
☐ 1 US Government Plaintiff	☐ 3 Federal Question (U.S. Government)	Not a Party)	,	or Diversity Cases Only of This State	y) PTF DEF 1 1 1	Incorporated or Priof Business In This	
2 U S Government Defendant	☐ 4 Diversity (Indicate Citizensh	ip of Parties in Item III)	Citizen (of Another State	1 2 1 2	Incorporated and F of Business In A	
W MARIDE OF CHI				or Subject of a gn Country	3 3	Foreign Nation	□ 6 □ 6
IV. NATURE OF SUIT		Only) ORTS	FOR	FEITURE/PENALTY	V RAN	NKRUPTCY	OTHER STATUTES
□ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excl Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise REAL PROPERTY □ 210 Land Condemnation □ 220 Foreclosure □ 230 Rent Lease & Ejectment □ 240 Torts to Land □ 245 Tort Product Liability □ 290 All Other Real Property	PERSONAL INJURY □ 310 Airplane □ 315 Airplane Product Liability □ 320 Assault, Libel &	PERSONAL INJUR 365 Personal Injury - Product Liability Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPER 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITION 510 Motions to Vacat Sentence Habeas Corpus: 530 General 535 Death Penalty 540 Mandamus & Ott 550 Civil Rights 555 Prison Condition 560 Civil Detainee -	1 625 I 6 690 C	Orug Related Seizure of Property 21 USC 88	422 Appe	eal 28 USC 158 drawal USC 157 RTY RIGHTS rrights at emark SECURITY (1395ff) k Lung (923) C/DIWW (405(g)) D Title XVI	□ 375 False Claims Act □ 400 State Reapportionment □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce □ 460 Deportation □ 470 Racketeer Influenced and Corrupt Organizations □ 480 Consumer Credit □ 490 Cable/Sat TV □ 850 Securities/Commodities/ Exchange □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 893 Environmental Matters □ 895 Freedom of Information Act □ 896 Arbitration □ 899 Administrative Procedure Act/Review or Appeal of Agency Decision □ 950 Constitutionality of State Statutes
	n "X" in One Box Only)	Conditions of Confinement	A	Other Immigration Actions Tra	ansferred from		
	te Court	Appellate Court	Reoper	ited or \Box 5 ano (spe	other district ecify)	☐ 6 Multidistr Litigation	
VI. CAUSE OF ACTIO		atute under which you as	re filing (Do	not cite jurisdictional	l statutes unless d	liversity):	
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER F.R.C.P	IS A CLASS ACTION . 23) DEN	IAND \$		CHECK YES only URY DEMAND:	if demanded in complaint:
VIII. RELATED CASI IF ANY	E(S) (See instructions):	JUDGE			DOCKE	ET NUMBER	
DATE		SIGNATURE OF AT	TORNEY OF	RECORD			
FOR OFFICE USE ONLY							
RECEIPT # AM	MOUNT	APPLYING IFP		JUDGE	1	MAG JUI	DGE

his form is available electronically.		(See Page 3 for Privacy Act	Form Approved - UMB No. 0560-0237 and Paperwork Reduction Act Statements.)
FSA-2026 (12-05-12)		ENT OF AGRICULTURE Service Agency	Position 2
	PROMIS	SSORY NOTE	
1. Name RANDALL LEIGH RADDATZ	ı	2. State WISCONSIN	3. County ST. CROIX
4. Case Number 58-055-		6. Loan Number 09	7. Dale JANUARY 29, 2015
8. TYPE OF ASSISTANCE		9. ACTION REQUIRING PROMISSO	RY NOTE:
OL-BF-Reg-lYR		Initial loan Conserv	ation easement Deferred payments
		Consolidation Resched	duling Debt write down
		Subsequent toan Reamon	ization
United States of America, acti assigns, at its office in (a)	ng through the Farm Service Age MENOMONIE, WISCONSIN ipal sum of (b) TWO HUNDRED	ency, United States Department of or at such other FIFTY-THREE TROUSAND AND	
the turnaid principal balance of		53,000.00	
notice by mail to the borrower Government's regulations for t 11. Principal and interest shall	's last known address. The new in the type of loan indicated in Item 1 be paid in (a) 01	ts regulations, by giving the borro interest rate shall not exceed the h 8.	ighest rate established in the
(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Duc Date
\$ 259,642.00	JANUARY 29, 2016	S N/A	
S N/A		\$ N/A	
\$ N/A		\$ N/A	
\$ N/A		\$ N/A	
paid, shall be due and payable be made as provided below. To f payments. 12. If the total amount of the lifequested by the borrower and requested for a purpose author disbursed. The U.S. Department of Agriculture (USDA) promised status, parental status, religion, sound all prohibited bases apply to all programs.) Parable I Center at (202) 720-2600 (voice and	(g) 01 The consideration for this note shape oan is not advanced at the time of approved by the Government. A rized by the Government. Interest of the continuous and a distinct alon, political behints, genetic information, passens with disabilities who require alternative med (100). To tile a complaint of discrimination, writed.	all also support any agreement more floan closing, the loan funds shall approval by the Government will st shall accrue on the amount of eactivities on the basis of race, color, national origin. Teprisal, or because all or part of an individual's not program information (But to USDA, Assistant Secretary for Civil Rights, Of	e, and except that prepayments may odifying the foregoing schedule I be advanced to the borrower as be given, provided the advance is
(Spanish Federal-relay). USDA is an equal of			

FSA-2026 (12-05-12) Page 2 of 3

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

- 14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.
- 15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.
- 16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.
- 17. If "Debt Write Down," "Consolidation." "Rescheduling." or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) Original, Borrower	(f) LAST INSTALL, DUE (MM-DD-YYYY)
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	\$	%	the state of the s		
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·	\$	%			

- 18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.
- 19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial McA Date 1-29-15

FSA-2026 (12-05-12) Page 3 of 3

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly crodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G. Exhibit M, or any successor regulation.

- 21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.
- 22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.
- 23. Presentment, protest, and notice are waived.

Signature(s) As Described In State Supplement:

RANDALL LEIGH RADDATZ, As Individual Acknowledging Personal Liability

1175 COUNTY ROAD H NEW RICHMOND, WI 54017

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seg.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, fallure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

' This form is available electronically.		/6	Soo Dana 3 for 6		oved - OMB No. 0560-0237 Public Burden Statements.)
FSA-2026 (09-07-10)	U.S. DEPARTI	MENT OF AGRICULTURE Service Agency		IVacy Act and	Position 2
	PROM	ISSORY NOTE			
1. Name RANDALL LEIGH RADDATZ A	AND ASHLEY KAY RADDATZ	2. State WISCONSIN		3. County ST. CROIX	
4. Case Number 58-055-	5. Fund Code 44	6. Loan Number 04		7. Date DECE	EMBER 6, 2012
B. TYPE OF ASSISTANCE		9. ACTION REQUIRING	a PROMISSOR	Y NOTE:	
OL-BF-Reg-7YR		Initial loan	Conservat	ion easement	Deferred payments
		Consolidation	Reschedu	ling	Debt write down
		Subsequent loan	Reamortiz	ation	
United States of America Depits office in (a) MENOMONI	O, the undersigned borrower an artment of Agriculture, acting to E, wisconsin ipal sum of (b) NINETY-FOUR	through the Farm Service or a	ce Agency (Go at such other p	overnment), o	r its assigns, at
	dollars (c) (\$	94,000.00			, plus interest on
	t the RATE of (d) ONE AND				
CHANGE THE RATE OF I notice by mail to the borrower	b) per annum. If this note is for NTEREST in accordance with is last known address. The new the type of loan indicated in Ite II be paid in (a) 06	its regulations, by givi v interest rate shall not	ng the borrow	er thirty (30)	days prior written
installments as indicated belo	w, except as modified by a diff	erent rate of interest on	or before the	following dat	.es:
(b) Installment amount	(c) Due Date	(b) Installme	ent amount		(c) Due Date
\$ 810.00	JANUARY 1, 2013	\$ 19,440.00)	JAN	UARY 1, 2014
\$ N/A		\$ N/A			
\$ N/A	0.11	\$ N/A			
\$ N/A		\$ N/A	***************************************		
paid, shall be due and payable be made as provided below. To fayments. 12. If the total amount of the larequested by the borrower and	thereafter on the (e) JANUA paid except that the final instant (g) 05 The consideration for this note to come is not advanced at the time approved by the Government. Interfixed by the Government. Interfixed by the Government.	Jament of the entire index years from the da shall also support any a of loan closing, the load Approval by the Gove	te of this note, greement mod an funds shall te ernment will be	enced hereby, and except the lifying the for be advanced to given, provi-	hat prepayments may regoing schedule to the borrower as ided the advance is
familial status, parental status, religion, zexus all prohibited bases apply to all programs.) F TARGET Center at (202) 720-2600 (voice an	prohibits discrimination in all of its programs and il orientation, political beliefs, genetic informative tersons with disabilities who require alternative of TOD). To file a complaint of discrimination, shington, DC 20250-9410, or call toll-free at (6 apportunity provider and employer.	on, reprisal, or because all or part o means for communication of progra write to USOA, Assistant Secretary	d an Individuat's incom am information (Braitic for Civil Rights, Office	ne is derived from an e, large print, audiolo e of the Assistant Se	ny publia aasiatanta program. (Not ape, etc.) should contect USDA's ecretary for Civil Rights, 1400

Initial Date 12-6-12

FSA-2026 (09-07-10) Page 2 of 3

13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

- 14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.
- 15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.
- 16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.
- 17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUN'T	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(¢) ORIGINAL BORROWER	(f) LAST INSTALL, DUE (MM-DD-YYYY)
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	\$	%			
	\$	%			, TV = HODACOOMSON

- 18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.
- 19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial W Date 12-6-12

FSA-2026 (09-07-10) Page 3 of 3

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

- 21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.
- 22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.
- 23. Presentment, protest, and notice are waived.

RANDALL LEIGH RADDATZ, As Individual Acknowledging Personal Liability

2124 COUNTY RD CC NEW RICHMOND, WI 54017

ASHLEY MAY RADDATZ, As Individual Acknowledging Personal Liability

2124 COUNTY RD CC NEW RICHMOND, WI 54017

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This form is available electronically.		Form Approved - OMB No. 0560-0238 (See Page 7 for Privacy Act and Public Burden Statements)
FSA-2028 (09-03-10)	U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency	Position 1
	SECURITY AGREEMENT	

1. THIS SECURITY AGREEMENT, dated (a) January 29, 2015, is made between the United States of America acting through the U.S. Department of Agriculture, Farm Service Agency (Secured Party) and (b) RANDALL L RADDATZ,

(Debtor), whose mailing address is (c) 1175 COUNTY ROAD H, NEW RICHMOND, WI 54017-6127

2. BECAUSE Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory notes or other instruments, and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory notes or other instruments, all of which are called "Note," which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor; and

The Note evidences a loan to Debtor, and Secured Party at any time may assign the Note to any extent authorized by the Consolidated Farm and Rural Development Act or any other Act administered by Secured Party; and

It is the purpose and intent of this Security Agreement to secure prompt payment of the Note and the timely performance of all obligations and covenants contained in this Security Agreement; and

NOW THEREFORE, in consideration of said loans and (1) to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions of such indebtedness and any additional loans or future advances to Debtor before or after made by Secured Party under the then existing provisions of the Consolidated Farm and Rural Development Act or any other Act administered by Secured Party all with interest; (2) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as described in this Security Agreement; and (3) the timely performance of every covenant and agreement of Debtor contained in this Security Agreement or in any supplementary agreement.

DEBTOR GRANTS to Secured Party a security interest in Debtor's interest in the following described collateral, including the proceeds and products thereof, accessions thereto, future advances and security acquired hereinafter (collateral); provided however the following description of specific items of collateral shall not in any way limit the collateral covered by this Security Agreement and the Secured Party's interest therein (a):

Initial Md2 Date 1-29-15

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(b) All crops, annual and perennial, and other plant or farm products now planted, growing or grown, or harvested or which are planted after this Security Agreement is signed or otherwise become growing or harvested crops or other plant products (1) within the one-year period or any longer period of years permissible under State law, or (2) at any time after this Security Agreement is signed if no fixed maximum period is prescribed by State law, including crops and plant products now planted, to be planted, growing or grown or harvested on the following described real estate:

(1) Farm or Other Real Estate Owner	(2) Approximate Number of Acres	(3) County and State	(4) Approximate Distance and Direction from Named Town or Other Description
Raddatz, Randall		ST CROIX, WI	All crops and plant products wherever grown.

Including all entitlements, benefits, and payments from all State and Federal farm programs; all crop indemnity payments; all payment intangibles arising from said crops and all general intangibles arising from said crops; and all allotments and quotas existing on or leased and transferred or to be leased and transferred to the above described farms as well as any proceeds derived from the conveyance or lease and transfer by the Debtor to any subsequent party.

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(c) All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Debtor, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following which are located in the State(s) of (1) Wisconsin

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Quantity	Kind	Manufacturer	Size and Type	Condition	Year	Serial or Model No.
1	1	Tractor	JD	7930	VG	2008	
2	1	Galor	JD	8251	VG	2014	20000000
3	1	Semi Tractor	Freightliner	Century Classic	VG	2004	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW
4	1	Planler	JD	7200	F		4000
5	1	Grain Cart	Unverferth	1000 bu	VG	**************************************	
6	1	Digger	JD	15' spring tooth	G		
7	1	Grain Drill	JD	B 12' on rubber	G		24,4,2,
8	1	Bean Head	JD	625	VG	2004	
9	1	Grain Auger	Westfield	1081 - 81'	G		
10	1	GPS	Greenstar	GU26	EX		- U y corezzante e constituir de la cons

Including the following described fixtures which are affixed, or are to be affixed to real estate, as extracted collateral; or timber to be cut, all of which, together with the associated real estate, are more particularly described as follows:

Initial Well Date 1-21-15

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(d) All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, furbearing animals, other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Debtor, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following located in the State(s) of (1)

Wisconsin			
	•		
	·		

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Line No.	Quantity	Kind-Sex	Breed	Colar	Weight	Age	Brand or Other Identification
1		Cattle - Brdg Cows	Hereford	RW	401.6.42	2-5y	
2		Cattle - Brdg Heifers	Hereford	RW	######################################	12-24	

FSÁ-2028 (09-03-10) Page 5 of 7

(e) All accounts, deposit accounts, goods, supplies, inventory, supporting obligations, investment property, certificates of title, payment intangibles, and general intangibles, including but not limited to the following:

3. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

- (a) Debtor is the absolute and exclusive owner of the above-described collateral, and any marks or brands used to describe livestock are the holding brands and carry the title, although the livestock may have other marks or brands, and such collateral is free from all liens, encumbrances, security and other interests except (I) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect; (2) any applicable landlord's statutory liens; and (3) other liens, encumbrances, security or other interests previously disclosed to Secured Party in the loan application, farm operating plan or other loan documents. Debtor will defend the collateral against the claims and demands of all other persons.
- (b) Statements contained in Debtor's loan application and related loan documents are true and correct and that Debtor's name, as stated in the loan application and in this Security Agreement, is Debtor's complete legal name; and Debtor will (1) use the loan funds for the purposes for which they were or are advanced; (2) comply with such farm operating plans as may be agreed upon from time to time by Debtor and Secured Party; (3) care for and maintain collateral in a good and husbandlike manner; (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance; (5) permit Secured Party to inspect the collateral at any reasonable time; (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest in the collateral, or permit others to do so, without the prior written consent of Secured Party; (7) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired, except by using harvested crops in amounts necessary to care for livestock covered by this Security Agreement; and (8) maintain accurate records of the collateral, furnish Secured Party any requested information related to the collateral and allow Secured Party to inspect and copy all records relating to the collateral.
- (e) Debtor will pay promptly when due all (1) indebtedness evidenced by the Note and any indebtedness to Secured Party secured by this Security Agreement; (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or later attaching to, levied on, or otherwise pertaining to the collateral or this security interest; (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest; and (4) fees and other charges now or later required by regulations of the Secured Party.
- (d) Secured Party is authorized to file financing statements describing the collateral, to file amendments to the financing statements and to file continuation statements.
- (e) Debtor will immediately notify Secured Party of any material change in the collateral or in the collateral's location; change in Debtor's name, address, or location; change in any warranty or representation in this Security Agreement; change that may affect this security interest or its perfection; and any event of default.
- (f) Secured Party may at any time pay any other amounts required in this instrument to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the Note which has the highest interest rate.
- (g) All advances by Secured Party as described in this Security Agreement, with interest, shall be immediately due and payable by Debtor to Secured Party without demand and shall be secured by this Security Agreement. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by Debtor may be applied on the Note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.
- (h) In order to secure or better secure the above-mentioned obligations or indebtedness, Debtor agrees to execute any further documents, including additional security instruments on such real and personal property as Secured Party may require and to take any further actions reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to Secured Party herein.

Initial M. Date 1-29-15

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4. IT IS FURTHER AGREED THAT:

- (a) Until default, Debtor may retain possession of the collateral.
- (b) **Default** shall exist under this Security Agreement if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness secured by this Security Agreement or to observe or perform any covenants or agreements in this Security Agreement or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetency of the parties named as Debtor, or upon the bankruptcy or insolvency of any one of the parties named as Debtor. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive crosion of highly crodible land or to the conversion of wetlands, as described in 7 CFR Part 1940, Subpart G, Exhibit M or any successor regulation. Upon any default:
 - (1) Secured Party, at its option, with or without notice as permitted by law may (a) declare the unpaid balance on the Note and any indebtedness secured by this Security Agreement immediately due and payable; (b) enter upon the premises and cultivate and harvest crops, take possession of, repair, improve, use, and operate the collateral or make equipment usable, for the purpose of protecting or preserving the collateral or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law. Secured Party may disclaim all warranties relating to title, possession, quiet enjoyment, merchantability, fitness or the like in any disposition of the collateral;
 - (2) Debtor (a) agrees to assemble the collateral and make it available to Secured Party at such times and places as designated by Secured Party; and (b) waives all notices, exemptions, compulsory disposition and redemption rights;
 - (3) A default shall exist under any other security instrument held by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under such other security instrument shall constitute default under this Security Agreement.
- (c) Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, processing, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with current regulations of the Secured Party, third to the satisfaction of indebtedness secured by this Security Agreement, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any obligations of Debtor owing to Secured Party and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as provided above, second on the debt evidenced by the Note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.
- (d) It is the intent of Debtor and Secured Party that to the extent permitted by law and for the purpose of this Security Agreement, no collateral covered by this Security Agreement is or shall become realty or accessioned to other goods.
- (c) Debtor agrees that the Secured Party will not be bound by any present or future State exemption laws. Debtor expressly WAIVES the benefit of any such State laws.
- (f) Secured Party may comply with any applicable State or Federal law requirements in connection with the disposition of the collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the collateral.
- (g) This Security Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions of this Security Agreement.
- (h) If any provision of this Security Agreement is held invalid or unenforceable, it shall not affect any other provisions, but this Security Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

Initial del Date 1-29-15

FSA-2028 (09-03-10) Page 7 of 7

- (i) The rights and privileges of Secured Party under this Security Agreement shall accrue to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Security Agreement are joint and several and shall bind personal representatives, heirs, successors, and assigns.
- (j) If at any time it shall appear to Secured Party that Debtor may be able to obtain a loan from other credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the Note and any indebtedness secured by this Security Agreement. Debtor will be responsible for any application fees or purchase of stock in connection with such loan. The provisions of this paragraph do not apply if the Note secured by this Security Agreement is for a Conservation Loan.
- (k) Failure of the Secured Party to exercise any right, whether once or often, shall not be construed as a waiver of any covenant or condition or of the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.
- (I) SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

5. CERTIFICATION

I certify that the information provided is true, complete and correct to the best of my knowledge and is provided in good faith. (Warning: Section 1001 of Title 18, United States Code, provides for criminal penalties to those who provide false statements. If any information is found to be fulse or incomplete, such finding may be grounds for denial of the requested action.)

6A. Ohroll Modely	6B. (Date) 1 - 29 - 15
RANDALL L RADDATZ	
	(Date)
Debtor	**************************************

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies. Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Recards Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0238. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (886) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is on equal opportunity provider and employer.

UCC FINANCING STATEMENT

NAME & PHONE OF CONTACT
Paula I Danovsky
United States of America acting through Farm Service Agency
paula.danovsky@wi.usda.gov
715-232-2614 Ext. 105
SEND ACKNOWLEDGMENT TO:
Paula I Danovsky
United States of America acting through Farm Service Agency
paula.danovsky@wi.usda.gov



Filing # - 150001229418 Filed - 1/29/2015 8:37:33 AM Wisconsin Department of Financial Institutions

Debtor's Exact Full Legal Name

Organiza OR Individu	Organization's Name						
	Individual's Surname Raddatz	First Personal Name Randall	Additional Nar Leigh	ne(s)/Initial(s)	Suffix		
	Address	City	State	Postal Code	Country		
1175	County Road H	New Richmond	WI	54017	UNITED STATES		

Secured Party's Name (or name of Total Assignee or Assignor S/P)

ACP-14 POSITION CONSE	Organization's Name							
OR	United States of America acting through Farm Service Agency							
	Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)		Suffix			
Mailin	g Address	City	State	Postal Code	Country			
390	Red Cedar St, Ste A	Menomonie	WI	54751	UNITED STATES			

This financing statement covers the following collateral:

- (a) All crops, livestock, farm products, equipment, certificates of title, goods, supplies, inventory, accounts, deposit accounts, supporting obligations, payment intangibles, general intangibles, investment property, crop insurance indemnity payments, and all entitlements, benefits, and payments from all state and federal programs;
- (b) all 2015 crops; and
- (c) All proceeds, products, accessions, and security acquired hereafter.

The security interest perfected secures a future advance clause and the security agreement contains an after-acquired property clause.

Disposition of such collateral is not hereby authorized.

Alternative Designation:

Not Applicable

Financing Statement Relates To:

Not Applicable

Optional Filer Reference Data:

UCC Filing

Page 2 of 2

Raddatz-2015 crops

Miscellaneous:

Not filled in.

Collateral is:

No Designation

Form Type:

UCC Financing Statement

UCC FINANCING STATEMENT AMENDMENT

NAME & PHONE OF CONTACT
Paula L Danovsky
United States of America acting through Farm Service Agency
paula.danovsky@wi.usda.gov
715-232-2614 Ext. 105
SEND ACKNOWLEDGMENT TO:
Paula L Danovsky

United States of America acting through Farm Service Agency paula.danovsky@wi.usda.gov

120000562821
AMENDMENT (PARTY INFORMATION): This Amendment affects Debtors of record.

DH

ant manuf

Filing # - 150001229216

Filed - 1/29/2015 8:37:33 AM

Wisconsin Department of Financial Institutions

CHRRENT	SECUBD	INFORMATION	•

INITIAL FINANCING STATEMENT FILE #

DEBTOR'S NAME Raddatz, Ashley Kay

CHANGED RECORD INFORMATION:

Deleted.

CURRENT RECORD INFORMATION:

DEBTOR'S NAME Raddatz, Randall Leigh

CHANGED RECORD INFORMATION:

O	ORGANIZATION'S NAME				and 40 Comments green 24 Comments are not a comment of the comment of the comment of the comment of the comment	and the second s	
Ur	OR INDIVIDUAL'S SURNAME FIRST PERSONAL NAME Raddatz Randall		E	ADDITIONAL NAME(s)/INITIAL(s) Leigh			SUFFIX
8	AILING ADDRESS 175 County Road H		STATE WI			COUNTRY UNITED STATES	

AUTHORIZING PARTY

1	The second secon	The same of the sa	and the control of th						
	ORGANIZATION'S NAME								
OR	United States of America acting through Farm Service Agency								
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(s)/INITIAL(s)	SUFFIX					

OPTIONAL FILER REFERENCE DATA

Raddatz-Amend to change address and delete Ashley Raddatz from filing

Exhibit E

Type Of Organization

UCC FINANCING STATEMENT

444	NAME & PHONE OF CONTACT Paula L Danovsky United States of America acting through Farm Service Agency
	paula.danovsky@wi.usda.gov 715-232-2614 Ext. 105
The state of the s	SEND ACKNOWLEDGMENT TO: Paula L Danovsky United States of America acting through Farm Service Agency
The state of the s	paula.danovsky@wi.usda.gov



Filing # - 120000562821 Filed - 1/13/2012 8:31:19 AM Wisconsin Department of Financial Institutions

Organizational ID#, If any

Debto	or's Exact Full Legal Name			The state of the s		
	Organization's Name					
OR	Individual's Last Name	First Name	Middle Na	ame	Suffix	
	Raddatz	Randall	Leigh			
Mailing	Address	City -	State	Postal Code	Country	
2124 County Road CC		New Richmond	WI	54017	UNITED STATES	

Jurisdiction of Organization

Organization's Name OR Middle Name Individual's Last Name First Name Suffix Raddatz Ashley Kay City Mailing Address State Postal Code Country 2124 County Road CC New Richmond 54017 UNITED STATES Type Of Organization Jurisdiction of Organization Organizational ID#, if any

Secured Party's Name (or name of Total Assignee or Assignor S/P) Organization's Name United States of America acting through Farm Service Agency OR Individual's Last Name First Name Middle Name Suffix Mailing Address City State Postal Code Country 390 Red Cedar St, Ste A Menomonie WI 54751 UNITED STATES

This financing statement covers the following collateral:

(a) All crops, livestock, farm products, equipment, certificates of title, goods, supplies, inventory, accounts, deposit
accounts, supporting obligations, payment intangibles, general intangibles, investment property, crop insurance
indemnity payments, and all entitlements, benefits, and payments from all state and federal programs;

(b))); an	nd
-----	--------	----

(c) All proceeds, products, accessions, and security acquired hereafter.

The security interest perfected secures a future advance clause and the security agreement contains an after-acquired property clause.

Disposition of such collateral is not hereby authorized.

JCC Filing

Page 2 of 2

Alternative Designation:

Not Applicable

Optional Filer Reference Data:

Randall Raddatz

Miscellaneous:

Not filled in.

Debtor Type:

Not Applicable

Form Type:

UCC Financing Statement

MORTGAGE FOR WISCONSIN

Document Number

Document Title

Name & Return Address: Dunn County FSA 390 Red Cedar St, Ste A Menomonie, WI 54751 Form Approved - OMB No. 0560-0237 3-FLP, WI Subparagraph 91B, 398A and WI Exhibit 3

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.



1007356
BETH PASST
REGISTER OF DEEDS
ST. CROIX CO., WI
RECEIVED FOR RECORD
02/02/2015 12:14 PM
EXEMPT #:
REC FEE: 30.00
PAGES: 7

Recording Area

Parcel Identification Number (PIN): 038-1016-30-415

THIS MORTGAGE ("instrument") is made January 29, 2015. The mortgagor is Randall Leigh Raddatz, a single man, ("Borrower") whose mailing address is 1175 County Road H, New Richmond, WI 54017. This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 390 Red Cedar St, Ste A, Menomonie, WI 54751.

This instrument secures the following promissory notes, assumption agreements and/or shared appreciation agreements (collectively called "Note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

Date of Instrument	Principal Amount	Annual Rate of Interest
01-29-2015	\$253,000.00	2.625%
12-06-2012	\$94,000.00	1.125%

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the Note.)

By execution of this instrument, Borrower acknowledges receipt of all proceeds for the loan or loans evidenced by the above Note.

This instrument secures to the Government: (1) payment of the Note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S. C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government, and (4) the obligations and covenants of Borrower set forth in this instrument, the Note, and any other loan agreements.

This Instrument Was Drafted By The United States Department Of Agriculture, Farm Service Agency By Paula Danovsky

Initial(s) 1200 Date 1-29-15

FSA-2029-M WI (07-15-2014) Page 1 of 6

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotage, etc.) should contact USDA's TARGET Center at (202) 720-2600 (wice and FID). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W. Stop 9410. Washington, DC 2025-9410, or call foll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay), USDA is an equal opportunity provider and employer.

FSA 2029 WI, Mortgage for Wisconsin (Continued)

In consideration of any loan made by the Government under the Consolidated Farm and Rural Development Act, 7 U.S.C. §1921 et seq. as evidenced by the Note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Wisconsin, County of St. Croix:

See Attachment A-Raddatz

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

- Payment. Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
- 2. Fees. Borrower shall pay to the Government such fees and other changes that may now or later be required by Government regulations.
- 3. Application of payments. Unless applicable law or Government's regulations provide otherwise, all payments received by Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the Note; (c) to principal due under the Note; (d) to late charges and other fees and charges.
- 4. Taxes, liens, etc. Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- 5. Assignment. Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

Initial(s) Rel Date 1-29-15

FSA-2029-M WI (07-15-2014) Page 2 of 6

FSA 2029 WI, Mortgage for Wisconsin (Continued)

- 6. Insurance. Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. §4001 et seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.
- 7. Advances by Government. The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the Note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the Note or any secured debt to the Government, in any order the Government determines.
- 8. Protection of lien. Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the Note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- 9. Authorized purposes. Borrower shall use the loan evidenced by the Note solely for purposes authorized by the Government.
- 10. Repair and operation of property. Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.
- 11. Legal compliance. Borrower shall comply with all laws, ordinances, and regulations affecting the property.
- 12. **Transfer or encumbrance of property**. Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.
- 13. **Inspection**. At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.
- 14. Hazardous substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.
- 15. Adjustment; release; waiver; forbearance. In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the Note, (d) release any party who is liable under the Note from liability to the Government, (e) release portions of the property and subordinate its lien, and

Initial(s) 121-15

FSA-2029-M WI (07-15-2014) Page 3 of 6

FSA 2029 WI, Mortgage for Wisconsin (Continued)

- (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the Note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government whether once or often in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 16. Graduation. If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the Note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- 17. Forfeiture. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.
- 18. False statement. Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the Note.
- 19. Cross Collateralization. Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.
- 20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.
- 21. Non-discrimination. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.
- 22. Notices. Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).
- 23. Governing law; severability. This instrument shall be governed by Federal law. If any provision of this instrument or the Note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the Note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise, and the rights and remedies provided in this instrument are cumulative to remedies provided by law.
- 24. Successors and assigns; joint and several covenants. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the Note without that Borrower's consent.

Initial(s) Mill Date 1-29-15

FSA 2029 W1, Mortgage for Wisconsin (Continued)

- 25. No merger. If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.
- 26. Time is of the essence. Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

- 27. **Default; death; incompetence; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the Note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.
- 28. State law. Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.
- 29. Assignment of leases and rents. Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the Note(s). Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.
- 30. Application of foreclosure proceeds. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the Note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

Moderalle Changer What My Randall Leigh Raddatz

Initial(s) 1211 Date 1-21-15

FSA 2029 WI, Mortgage for Wisconsin (Continued)

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF DUNN } ss.

On this day 29 of January, 2015, before me, the undersigned, personally appeared Randall Leigh Raddatz, to be known to me to be same whose name is subscribed, to the foregoing instrument, and acknowledged that he signed and delivered the instrument as his free and voluntary acts, for the uses and purposes set forth.

My commission expires: November 2, 2018

Colleen A. Mensing

NOTARY PUBLIC



Initial(s) <u>AM</u> Date 1-21-15

Attachment A-Raddatz

Parcel 1: Lot 7 of Certified Survey Map filed October 29, 2013, in Vol. 26 of CSM, pg. 5980, as Doc. No. 988325 located in part of Government Lots 5 and 6 of Section 3, Township 31 North, Range 18 West, Town of Star Prairie, St. Croix County, Wisconsin; being Lots 4 and 5 of CSM filed in Vol. 15, pg. 4139, as Doc. No. 652306.



Farm and Foreign Agricultural Services Farm Service Agency

Wisconsin State Office 8030 Excelsior Drive, Suite 100 Madison, WI 53717 Ph.: 608-662-4422 Fax: 855-758-0755

Certified Mail Return Receipt Requested & Regular

Subject: NOTICE OF ACCELERATION OF YOUR DEBT TO THE FARM SERVICE AGENCY AND DEMAND FOR PAYMENT OF THAT DEBT

Randall Raddatz 6 260th Street Osceola WI 54020

February 3, 2017

7015 1520 0001 8836 0825

Dear Mr. Raddatz:

PLEASE NOTE that the entire indebtedness due on the promissory notes and/or assumption agreements which evidence the loans received by you from the United States of America, acting through the Farm Service Agency, United States Department of Agriculture is now declared immediately due and payable. They are described as follows:

Debt Instrument	strument Date of Instrument	
Promissory Note	12/6/2012	Amount \$94,000
Promissory Note	1/29/15	\$253,000
Promissory Note	10/18/16	\$20

The promissory notes or assumption agreements are secured by real estate mortgages, deeds of trust, security agreement, and financing statements, etc., described and perfected as follows:

Security Instrument	Date	Recording Office	Recording Information
Financing Statement	1/13/2012	WDFI	120000562821
Financing Statement	1/29/15	WDFI	150001229418
Mortgage	1/29/15	St. Croix County	1007356

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instruments. The reasons for the acceleration of your indebtedness include your conversion of collateral and your monetary default.

The indebtedness due is \$281,132.17 unpaid principal, and \$8,805.98 unpaid interest, as of today, plus additional interest accruing at the rate of \$19.0623 per day thereafter, plus any advances made by the United States for the protection of its security and interest accruing on any such advances and any shared appreciation. Unless full payment of your indebtedness is received made by one of the methods described below within 30 days from the date of this letter, the United States will foreclose the above described security instruments and pursue any other available remedies.

If your account is referred to the Department of Justice for foreclosure and/or other collection activity after foreclosure, such as a deficiency judgment or enforcing a judgment lien, attorney's fees may be added to your debt as well as a Department of Justice fee of 3 percent.

Full payment may be made in any of the following ways:

A) CASH

Payment should be made by cashier's check, certified check, or postal money order payable to the Farm Service Agency and delivered to FSA at the above listed address.

If you submit to the UNITED STATES any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the Farm Service Agency and yourself, that payment <u>WILL NOT CANCEL</u> the effect of this notice. If such insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the UNITED STATES may have for breach of any promissory note or covenant in the security instruments will result and the Farm Service Agency may proceed as though no such payment had been made.

B) TRANSFER AND ASSUMPTION

You may transfer the collateral for your loans to someone who is willing and able to assume the debt. Contact FSA immediately if you are interested in this.

C) SALE

You may sell the collateral for your loans for its market value and send the proceeds to FSA or to other creditors with liens prior to FSA's lien. Contact FSA immediately if you are interested in this.

If you fail to comply with the requirements outlined in this notice within the next 30 days, the United States plans to proceed with foreclosure/liquidation.

YOU DO NOT HAVE ANY RIGHT TO APPEAL THIS DECISION TO ACCELERATE YOUR FSA DEBTS.

UNITED STATES OF AMERICA

BY:

Randall Cook

District Director

Farm Service Agency

United States Department of Agriculture

RC:dl

CC:

Farm Loan Chief, FSA/STO

Farm Loan Specialist, FSA/Barron County USDA Service Center Farm Loan Manager, FSA/Barron County USDA Service Center

Notice to Customers Presenting Checks

When you provide a check as payment, you authorize us either to use information from your check to make a onetime electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please contact your local office.

Privacy Act – A Privacy Act Statement required by 5.U.S.C. § 552(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (http://www.fms.treas.gov/otcnet/index.html), or call toll free at (1-866-945-7920) to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

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Tracking Number: 701515200001 88360825

Product & Tracking Information

Postal Product:

Features: Certified Mail

DATE & TIME

VVATOR OF HISY

February 8, 2017, 11:20 am

Delivered

OSCEOLA, WI 54020

Your lien son delivered at 11:00 enror February 3, 2017 in (FSC) (31A, WI 54020

February 7, 2017, 12:15 pm

Notice Left (No Authorized Recipient Available)

OSCEOLA, WI 54020

February 7, 2017; 8:02 am

Arrived at Unit

OSCEOLA, WI 54020

February 7, 2017, 12:28 am

Departed USPS Origin Facility

SAINT PAUL, MN 55121

February 6, 2017 . 9:07 pm

Arrived at USPS Origin Facility

SAINT PAUL, MN 55121

February 4, 2017, 11:07 am

Picked Up

CUMBERLAND, WI 54829

Available Actions

Seat Operators

Conall Opdates

Track Another Package

Tracking (or receipt) number

Track h

Manage Incoming Packages

Track all your packages from a dashboard No tracking numbers necessary

Sign up for My USPS a



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No FEAR Act EL O Data

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From Assessed CNO No. 050	2004 0 1 . 6 0
FOR FSA US	E ONLY
55 109	2012 /00016
3. Annual Percentage Rate	4. Finance Charge 1/
	000.05
5. No. of Annual Installments	\$ 960.95 6. Installment Amount
,	\$ 3,535.46
1/ Assuming installments are p	aid on anniversary date
at the interest rate shown	III Item S duove
rest at the "Annual Percentage Rate Hyable no later than the last day o To principal. Payment of loan inst Hots due Debtor from CCC. Any deli Herried out by any agency of the Dep	" specified above. f each 12 months of the and interest nquent amount may be artment of Agriculture
of this note, plus interest and cha	rges, a security
eral shall not be sold without pri possession described (b):	or written authority of
ed that by signing this combined P	romissory Note and
Debtor's Identification Number	9C. Date of Execution (MM-DD-YYYY)
Co-Debtor's Identification Number	10C. Date(PM-00-YYYY)
	10-18-12
	Address (Including
ZIP Code)	
BALDWIN, WI. 54002-5160	
Telephone Number: (715) 684-28	74
following information is 7 CFR Part immation will be used to determine the requested information is volument to furnish the requested information may be provided to other agencie, and in response to a court magistes, including 18 USC 286, 287, 371 ion provided. May not conduct or sponsor, and a sea valid OMB control number. The me required to complete this information for reviewing instructions, so	1436 and the Commodity eligibility for CCC mtary, however, without mation will result in s. IRS, Department of trate or administrative, 641, 651, 1001; 15 person is not required valid CMB control mation collection is earching existing data
Fitnesticen of the earlier englosett yi	23,787.24 3. Annual Percentage Rate 1.0000 % 5. No. of Annual Installments 7 1/ Assuming installments are p at the interest rate shown he order of the Commodity Credit Coterest and other charges provided herest at the "Annual Percentage Rate ayable no later than the last day of principal. Payment of loan instunts due Debtor from CCC. Any deliarried out by any agency of the Depit ment for payment, demand, protest of this note, plus interest and chateral shall not be sold without prispossession described (b): The above provisions and those on eed that by signing this combined Pagree to all the terms and condition Debtor's Identification Number Co-Debtor's Identification Number PARTY 12. FSA County Office Name and ZIP Code) ST CROIX COUNTY FSA OFFICE 1960 8TH AVE SUITE 121

CCC-186 (02-11-08)

Page 2 of 2

CCC-186 TERMS AND CONDITIONS

1. The Debtor represents, covenants, and agrees that:

(a) The Debtor is the absolute and exclusive owner of the collateral, said collateral is free from all liens, encumbrances, or other security interests, and the Debtor will warrant and defend the collateral against the claims of all other

persons

The Debtor will use the loan funds secured hereby for the purpose for which they are advanced and will properly care for the collateral, and keep it in good condition and available for the storing and conditioning only approved facility (b) loan commodities until the entire loan is repaid. The Debtor will promptly pay when due all indebtedness secured hereby all taxes, liens, and other charges assessed upon or attaching to the collateral and will not encumber the collateral remove, sell or otherwise dispose of the collateral or of any interest therein or permit others to do so.

Any authorized representative of CCC may at any time enter upon the premises where the collateral is located and

inspect the same.

- If any amounts required herein to be paid by him or her are not paid when due, they may be paid by CCC which shall be
- If any amounts required herein to be paid by him or her are not paid when due, they may be paid by CCC which shall be secured for such payments and interest thereon at the applicable rate of interest then in effect. Such payments shall be due and payable to CCC immediately without demand at the office of the FSA County Committee which signed this note. During the life of this loan, the loan collateral shall not be used by any commercial operation including, but not limited to, elevators, warehouses, dryers or processing plants. The storage and handling of approved facility loan commodities, whether paid or unpaid, for persons other than the borrower, except for family members as defined in 7 CFR Part 728, and/or tenants and landlords sharing in the crop requiring storage, is not allowed. The entire indebtedness will immediately become due and payable if the above provisions are violated, except as authorized by CCC.
- 2. The Debtor certifies that the evidence furnished to the FSA County Committee as to the cost of the collateral represents the total cost of such property and that all debts on the property in excess of the amount of the loan have been paid. that he or she has read this note and security agreement and that he or she understands and agrees that the loan is made subject to and in consideration of the representations, warranties and agreements contained therein, and that this note is subject to the present regulations of CCC and to its future regulations not inconsistent with the express provisions
- 3. Upon default hereunder (whether by failure to pay promptly any indebtedness or installment thereof or interest thereon, or to perform any convenants or agreements herein contained), or if any of the Debtor's representations or warranties herein or if the loan application proves false, or upon the death, bankruptcy, insolvency, or incompetency of the Debtor or attachment or levy on collateral by any court process:
 - CCC may declare the entire indebtedness secured hereby immediately due and payable. In that event, CCC may remove the collateral and sell same.
 - The Debtor hereby waives all rights of notice, appraisal, compulsory disposition, exemption, and redemption he or she may otherwise have by law.
- A default will exist under any other security instrument held by CCC and executed or assumed by the Debtor on real or personal property, and default under any such other security instrument will constitute default hereunder.
- 4. If the collateral is acquired by CCC through foreclosure or other means, at the option of CCC and at no expense to CCC. such property shall remain on the above-described real estate for a period not to exceed six (6) months after the date of acquisition by CCC.
- 5. Proceeds for disposition of the collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling, and for payment of reasonable attorneys' fees and legal expenses incurred by CCC, second to the satisfaction of indebtedness secured hereby, third to the satisfaction of subordinate security interests to the extent required by law, fourth to any other obligations of the Debtor owing to or insured by CCC, and fifth to the Debtor. The Debtor will be liable for any deficiency owed to CCC after such disposition of proceeds of collateral.
- 6. It is the intent of the Debtor and CCC that to the extent permitted by law and for the purpose of this note and security agreement the collateral covered hereby shall remain personalty and shall not be accessioned to other goods.
- 7. If any provision of this note and security agreement is held invalid or unenforceable it shall not affect any other provisions hereof, but this note and security agreement shall be construed as if it had never contained such invalid or unenforceable provision.
- 8. The rights and privileges of CCC under this note and security agreement shall insure to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of the Debtor contained in this note and security agreement are joint and several and shall bind personal representatives, heirs, successors, and assigns.
- 9. The terms and conditions contained on this form are in addition to the applicable program regulations found at 7 C.F.R. 1436. To the extent that the terms and conditions conflict with the regulations, the regulations prevail. Additionally, the regulations and statutes applicable to CCC operations apply to this program.
- 10. CCC is authorized to file financing statements describing the collateral, to file amendments to the financing statements and to file continuation statements

Initial

Date

11. Debtor and Co-Debtors whose signature appears on CCC-186, items 9A and 10A MUST initial and date the corresponding item numbers referenced below:

I'M AY 10/18/12 10/18/12 12. If applicable, Co-Debtor(s) whose signature and date appears on CCC-186-1, items 10A through item 178 MUST initial and

Date

Initial

date the corresponding item numbers referenced below:

Initial	Date	Initial	Date	Initial	Date	Initial	Date
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WISCONSIN ST CROIX Report ID: VC	U.S. De Farn A540-R001 LOAN	ept. of Agricult n Service Agency AMORTIZATION REP	ure Prepar ORT Pa	ed: 10-18-12 Of: 10-18-12 ge: 1
Borrower Borrower ID Note Number Installment Pe	2012/0	LL L RADDATZ Numbe 00016 Inter Insta	r of Payments est Rate llment Amount	7 1.000% 3,535.46
Interest Start First Payment			Amount	23,787.24
Payment Due Period Dat			Interest Payment	Remaining Principal
2	3-2013 3,535.4 3-2014 3,535.4 3-2015 3,535.4 3-2016 3,535.4 3-2017 3,535.4 3-2018 3,535.4 3-2019 3,535.4 3-2019 24,748.1	3,363.87 3,397.51 6 3,431.48 3,465.80 3,500.43	137.95 103.98 69.66 35.00	20,489.65 17,159.09 13,795.22 10,397.71 6,966.23 3,500.43

This amortization schedule reflects the application of principal and interest when payments are made timely for the designated amount.

44 	Case: 3:18-cv-00137 Docu		Filed: 02/2	7/18	Page Lion A	7 7 6
			A common of the	1017	Tx:4071	531
FO A.	CC FINANCING STATEMENT AMENDMEN LLOW INSTRUCTIONS (front and back) CAREFULLY NAME & PHONE OF CONTACT AT FILER [optional] Cathy Asher 715-684-2874 ext. 2 SEND ACKNOWLEDGMENT TO: (Name and Address) Commodity Credit Corporation 1960 8th Avenue, Suite 121		0 2003 (pt. 000) 030 Aug	OUMTY SSS	96463 BETH PAREDISTER OF ST. CROIX (RECEIVED FOR 10/03/2012) EXEMPTREC FEE: 3 PAGES:	ABST F DEEDS CO., WI R RECORD 12:22 PM '#: 30.00
1a.	Baldwin, WI 54002		THE ABOVE SPA		R FILING OFFICE USE	ONLY
9	63587 filed 9/17/2012			X to be	FINANCING STATEMENT filed [for record] (or record LESTATE RECORDS.	ded) in the
3	TERMINATION: Effectiveness of the Financing Statement identified above is CONTINUATION: Effectiveness of the Financing Statement identified above	terminated with respect to s	security interest(s) of the	Secured Part	y authorizing this Terminati	on Statement.
L	CONTINUATION: Effectiveness of the Financing Statement Identified above continued for the additional period provided by applicable law.				*4	atement is
5 /	ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and as MENDMENT (PARTY INFORMATION): This Amendment affects Deb	Annual Contract of the Contrac				
6. C	Jso check one of the following three boxes and provide appropriate information in its CHANGE name and/or address: Give current record name in item 6a or 6b; also name (if name change) in item 7a or 7b and/or new address (if address change). CURRENT RECORD INFORMATION: 6a. ORGANIZATION'S NAME	ems 6 and/or 7.	of record. Check only on name: Give record name eted in item 6a or 6b.		o boxes. name: Complete item 7a 7c; also complete items 7.	or 7b, and also d-7g (if appEcable).
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NA	AME	SUFFIX
7 0	Raddatz	Randall		Leig	h	
1.0	HANGED (NEW) OR ADDED INFORMATION: 7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME					
	TO INDIVIDUALS LAST NAME	FIRST NAME		MIDDLE N	AME	SUFFIX
7c. M	AILING ADDRESS	СПУ		STATE	POSTAL CODE	COUNTRY
7d Y	AX ID #: SSN OR EIN ADD'L INFO RE 76 TYPE OF ORGANIZATION					
	AXID#: SSN OR EIN ADDI, INFO RE 76, TYPE OF ORGANIZATION PULIED IN MISCONSIN DEBTOR DEBTOR	7f. JURISDICTION OF OR	GANIZATION	7g. ORGAN	IIZATIONAL ID #, if any	
8. A	MENDMENT (COLLATERAL CHANGE): check only one box.			1		NONE
C s 2 i	onrad American 27' x 8 ring gra afety platform, 27' 18 gauge Pe 4" 1ph 5hp axial fan with trans ntermediate wells, 27' 8" well, arathon motor & 8" Kleansweep.	in bin with rflock drys	n inside & ing floor,	12"	floor supp	orts
						j
Q MA	NE OF SECURED DARTY OF PERSONS AND ADDRESS OF THE PERSONS AND ADDRESS OF TH					
	ME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMEN is collateral or adds the authorizing Debtor, or if this is a Termination authorized by	DMENT (name of assignor a Debtor, check here	r, if this is an Assignment) nd enter name of DEBT(. If this is an OR authorizin	Amendment authorized by	a Debior which
97	Commodity Credit Corporation c/	s Dedior, check nere	oix County	OR authorizin	ng this Amendment.	
OR 91	Commodity Credit Corporation c/	o Saint Cro	oix County	oR authorizin	ng this Amendment.	Agency

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

UC	C FINANCING STATEME	ENT AMENDM	ENT ADDENDUM				
FOLLOW INSTRUCTIONS (front and back) CAREFULLY							
11.1 97	INITIAL FINANCING STATEMENT FILE 63587 filed 9/17/2	≣# (same as item 1a on Am 2012	endment form)				
12.	NAME OF PARTY AUTHORIZING THE 12a. ORGANIZATION'S NAME	S AMENDMENT (same as	item 9 on Amendment form)				
OB	Commodity Credit Corporation						
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX				
13.4	Use this space for additional information	n					

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Parcel I.D. # 038-1016-30-400

Described as:

Lot 5 CSM 15/4139 located in the NW 1/4 of the SE 1/4 of Section 3, T31N, R18W.

Owner of Record: Dennis and Marybeth Raddatz

Tx:4066600 963587 BETH PABST UCC FINANCING STATEMENT REGISTER OF DEEDS FOLLOW INSTRUCTIONS (front and back) CAREFULLY ST. CROIX CO., WI A. NAME & PHONE OF CONTACT AT FILER [optional] RECEIVED FÖR RECÖRD Cathy Asher 715-684-2874 ext. 2 09/17/2012 3:38 PM B. SEND ACKNOWLEDGMENT TO: (Name and Address) EXEMPT #: REC FEE: 30,00 Commodity Credit Corporation PAGES: 2 c/o St. Croix County FSA 1960 8th Avenue, Suite 121 Baldwin, WI 54002 2 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names 12 ORGANIZATION'S NAME OR 16. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX Raddatz Randall Leigh 1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY New Richmond WI USA 2124 County Road CC 54017 ADD'L INFO RE | 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any 1d. TAX ID #: SSN OR EIN **ORGANIZATION** NOT REQUIRED IN WIS DEBTOR NONE 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names 2a. ORGANIZATION'S NAME OR 26. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX Raddatz Kay Ashley 2c. MAILING ADDRESS STATE POSTAL CODE COUNTRY 2124 County Road CC New Richmond WI 54017 USA ADD'L INFO RE 2e. TYPE OF ORGANIZATION 2f, JURISDICTION OF ORGANIZATION 2d. TAX ID #: SSN OR EIN 2g. ORGANIZATIONAL ID #, if any ORGANIZATION NOT REQUIRED IN WIS NONE DEBTOR 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b) Commodity Credit Corporation c/o Saint Croix County FSA OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 3c. MAILING ADDRESS POSTAL CODE STATE COUNTRY Baldwin WI 1960 8th Avenue, Suite 121 54002 USA 4. This FINANCING STATEMENT covers the following collateral: Conrad American 27' x 8 ring grain bin with inside & outside ladders, safety platform, 27' 18 gauge Perflock drying floor, 12" floor supports, 24" 1ph 5hp axial fan with transition, Sukup low temperature heater, 2-8" intermediate wells, 27' 8" well, 8" horizontal unload auger & 8" Kleansweep. RECEIVED Westfield MK100x71 auger SEP 24 2017 ST. CROIX COUNTY **FSA OFFICE** 5. ALTERNATIVE DESIGNATION [if applicable]: ESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR NON-UCC FILING SELLER/BUYER 6. KINS FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicated] n the REAL 7. Check to REQUEST [ADDITIONAL FEE] ST SEARCH REPOR T(S) on Debtor(s) All Debtors 8. OPTIONAL FILER REFERENCE DATA 2012/00016 FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

* An Individual's social security number is not required to be placed on the form in Wisconsin (See Instructions)

The second secon	r 1b) ON RELATED FINANCING	STATEMENT			
9a, ORGANIZATION'S NAME	, to ott the triber in the inc	OTATEMENT			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX			
Raddatz	Randall	Leigh			
).MISCELLANEOUS:					
g v					
			THE ABOVE SPACE	IS FOR FILING OFFI	ICE USE ONLY
. ADDITIONAL DEBTOR'S EXACT	T FULL LEGAL NAME - insert only	one name (11a or 11b) - do not abbreviate	or combine names		
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
Ic. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
d. TAX ID #: SSN OR EIN ADD'L INFO	O RE 11e. TYPE OF ORGANIZATIO	N 11f. JURISDICTION OF ORGANIZA	TION 11g. ORG	 GANIZATIONAL ID #, if a	any 🔲
* ORGANIZA DEBTOR ADDITIONAL SECURED PA		/P'S NAME - insert only one name (12a	(26)		NONE
12a. ORGANIZATION'S NAME	ANTI O O ASSIGNONS	7F 3 INAMIC - Insert only <u>one</u> name (12a	or 120)		
12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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collateral, or is filed as a fixture file		ted 16. Additional collateral description			
collateral, or is filed as a fixture file. Description of real estate:	ing.	ted 16. Additional collateral description			
collateral, or is filed as a fixture file. 4. Description of real estate: Parcel I.D. # 03 Described as:	38-1016-30-400	ted 16. Additional collateral description			
4. Description of real estate: Parcel I.D. # 03 Described as: Lot 5 CSM 15/413	38-1016-30-400 39 located in	ted 16. Additional collateral description			
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collateral, or is filed as a fixture file. Description of real estate: Parcel I.D. # 03 Described as: Lot 5 CSM 15/413 the NW 1/4 of the Section 3, T31N,	38-1016-30-400 39 located in ne SE 1/4 of R18W.	ted 16. Additional collateral description			2017
collateral, or is filed as a fixture file. 4. Description of real estate: Parcel I.D. # 03 Described as: Lot 5 CSM 15/413 the NW 1/4 of the	38-1016-30-400 39 located in the SE 1/4 of R18W.	ted 16. Additional collateral description			RECEIV 2010 ST. CROIX COU FSA OFFICE
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FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

^{*} An Individual's social security number is not required to be placed on the form in Wisconsin (See Instructions)

964724 BETH PABST REGISTER OF DEEDS ST. CROIX CO., WI RECEIVED FOR RECORD 10/04/2012 12:02 PM EXEMPT 常: REC FEE: 30,00 PAGES: 2

Return to: Commodity Credit Corporation c/o St. Croix County FSA 1960 8th Avenue, Suite 121 Baldwin, WI 54002

This form is available electronically. CCC-297 (03-23-12)

U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation

SEVERANCE AGREEMENT

Parcel I.D. 038-1016-30-400

See Page 2 for Privacy Act and Paperwork Reduction Act Statements.

	WHEREAS, (a)	Randall Leig	h Raddatz			and
<i>(b)</i>	Ashley Kay Radda	tz , of (c)	2124 County	Road CC,	New Richmond	
<i>(d)</i> appl Sect	St. Croix lied to the Commodity Credit Cor ared Party a security interest in the	, State of (e) w	isconsin		(hansin	_ ,
low	rad American 27' x 8 ring ge Perflock drying floor, temperature heater, 2-8" answeep.					

NOW, THEREFORE, in consideration of the making or insuring of such loan by the Secured Party, the undersigned parties hereby (1) consent that the Debtors may grant to the Secured Party a security interest in said fixture(s) under the Uniform Commercial Code, (2) consent to the installation of said equipment and agree said equipment shall be and remain severed from the real property described above, and (3) agree that upon default of Debtors the Secured Party may (a) take possession of and remove said fixture(s) without notice to the undersigned parties and without liability to them for any diminution of value of the real estate caused by the absence of the fixture(s) or by any necessity for replacing the fixture(s), and (b) enforce its security interest against said fixture(s) as personally.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beSefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braile, large print, audiciape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Cvit Rights, 1400 independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call tot-free at (866) 632-9992 (English) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

ST CROIX COMMIN

UCI 15 2012

CCC-297 (03-23-12)

Page 2 of 2

		aplimeir	, ø <u>2</u> 0	(year).
Dennis Radda	Atz	_ All	Randall L. Raddatz Ashley K. Raddatz	
CORPORATE SEAL				
(p) STATE OF US CON	Sid	} ss. AC	KNOWLEDGMENT:	
On this (r) 2714 me, the undersigned, a Notary Pulpersonally known to me or proved subscribed to the within instrument hat by his/her/their signature(s) of execute the instrument.	at and acknowledged to			ie(s) is (are) city (ies), and flual(s) acted, Limully lic
OTE: The following statement is made in accord		I (E LICO ESCO. AN ADVANCE TO	(MM-DD-111) uthority for requesting the information identifie tion, and Energy Act of 2008 (Pub. L. 110-246	-

The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.



Farm and Foreign Agricultural Services Farm Service Agency

St. Croix County FSA Office 1960 8th Avenue, Suite 121 Baldwin, WI 54002-5160 PH 715-684-2874 FX 855-733-0177

01/19/2017

Randall Raddatz 2252 County Road CC New Richmond, WI 54017

Dear Randall,

Our December 19, 2016 letter advised you that an installment payment was due and payable for the Farm Storage Facility Loan Program as follows.

			Date
	Unpaid Principal	Amount of	Installment
ecurity Agreement	Amount	Installment Due	
10/18/2012	\$12,309.98	\$3,565.45	10/18/2016
	ecurity Agreement	ecurity Agreement Amount	ecurity Agreement Amount Installment Due

You were also advised that the entire loan amount would be called if you did **not** take action by 01/19/2017. Since you have **not** taken any action to pay the amount due, the entire loan plus interest is now due and payable. This entire amount is subject to set-off from any Agency of the U. S. Government.

If you do **not** take action to pay the entire loan plus interest by **02/19/2017**, in the amount of **\$12,309.98**, action will proceed on behalf of the Commodity Credit Corporation to take possession of the farm storage facility and equipment under loan. Under foreclosure proceedings, the collateral securing the loan may be sold and the proceeds of the sale will be applied to the outstanding amount of the loan.

Please send your check payable to the Commodity Credit Corporation to the County Office at the following address by the date due.

Commodity Credit Corporation C/O St. Croix County FSA 1960 8th Ave Suite 121 Baldwin, WI 54002

If you believe that you have been sent this notice in error, that the determination is in error, or that the amount due is incorrect, you have 30 calendar days from the date of this letter to request in writing, reconsideration, mediation, or an appeal.

If you believe the decision by the COC is in error, you may elect any of the following options.

- 1. Reconsideration by the County Committee (COC)
- 2. Appeal to the State Committee (STC)
- 3. Mediation
- 4. Appeal to the National Appeals Division (NAD)

You may only select one option at a time. You have 30 calendar days from the date you receive this letter to select one of the options listed. If you select NAD prior to selecting the other options, once a hearing with NAD is held, you waive any rights you might have concerning appeal rights before the COC, STC, or requesting Mediation.

Reconsideration

You may request that the St. Croix County Committee reconsider this determination by filing a written request no later than 30 calendar days after you receive this notice according to the FSA's appeal procedures found at 7 CFR Part 780. If you request reconsideration, you have the right to an informal hearing with (insert COC, Farm Loan Officer, Farm Loan Manager, SED, SFLO or STC, as applicable) that you or your representative may attend personally or by telephone. If you choose to seek reconsideration, you may later appeal the determination (insert STC or NAD, as applicable), or requested mediation.

To request reconsideration, write to St. Croix County Committee at the following address and explain why you believe this determination is erroneous.

c/o St. Croix County FSA 1960 8th Ave STE 121 Baldwin, WI 54002

Appeal to the Wisconsin State FSA Committee (STC)

You may appeal the County Committee's determination to the State Committee by filing a written request no later than 30 calendar days after you receive this notice in accordance with the FSA appeal procedures found at 7 CFR Part 780. If you appeal to the State Committee, you have the right to an informal hearing that you or your representative may attend either personally or by telephone. If you choose to appeal to the State Committee, you may later appeal the determination of the State Committee to National Appeals Division (NAD), or request mediation (unless mediated previously). If you appeal an initial decision of a County Committee to the State Committee, you waive your right to reconsideration by the County Committee of that decision. To appeal, write to the State Committee at the following address and explain why you believe this determination is wrong.

Wisconsin State FSA Committee Attention: Brad Pfaff 8030 Excelsior Drive, Suite 100 Madison, WI 53717-2906 FAX: (608) 662-9425

Mediation

(Mediation is not available on real estate or chattel appraisals.) Mediation is available as part of FSA's informal appeal process. Mediation may enable us to narrow the issues and resolve the matter by mutual agreement. You may have to pay all or part of the cost of mediation. If you request mediation, the running of the time frame in which you may file an appeal stops. When mediation closes, the clock restarts and you will have the balance of the days remaining in that period to file an appeal. To request mediation, you must submit your written request no later than 30 calendar days after you receive this notice. To request mediation, write to the Wisconsin State mediation program at the following address and provide a copy of your request for mediation to FSA.

Farm Mediation Program
Wisconsin Department of Agriculture Trade & Consumer Protection
P. O. Box 8911
Madison, WI 53708-8911
(800) 942-2474
farmcenter@wisconsin.gov

NAD Appeal

You may appeal this determination to the National Appeals Division (NAD) by filing a written request no later than 30 calendar days after you receive this notice according to the NAD appeal procedures found at 7 CFR Part 11. If you appeal to NAD, you have the right to a hearing that you or your representative may attend. Once a hearing with NAD begins, you waive any rights you might have to reconsideration, appeal to FSA, and mediation. To appeal, you must write to NAD at the following address, explain why you believe this determination is erroneous, and provide a copy to FSA. You must personally sign your written appeal to NAD and include a copy of this letter.

USDA, National Appeals Division Eastern Regional Office P O Box 68806 Indianapolis, IN 46268-0806 If you do not timely exercise one of the preceding options, this shall be the final administrative determination with respect to this matter according to the regulations at 7 CFR Part 780 and 7 CFR Part 11.

You may also contact the County Office to receive a copy of the documents related to this determination.

Sincerely,

Robert Forrest County Executive Director For the St. Croix FSA County Committee

cc: Ashley Raddatz



Farm and Foreign Agricultural Services

Farm Service Agency St. Croix County FSA Office 1960 8th Avenue, Suite 121 Baldwin, WI 54002-5160 PH 715-684-2874 FX 855-733-0177

February 21, 2017

Randall Raddatz
2252 County Road CC
New Richmond WI 54017
Dear Mr. Raddatz,

Our January 19, 2017 letter advised you that since you have not complied with the terms of your Farm Storage Facility Loan (FSFL), number 2012/00016 the Commodity Credit Corporation is calling the entire loan amount plus interest. Since you have not paid the entire amount due by the date specified, CCC must now take action to take possession of the storage facility and any other collateral used to secure the loan.

The storage facility and any other collateral used to secure the loan will be sold. The proceeds will be applied to the unpaid amount of the loan plus interest. Any costs of retaking and selling the facility will be added to the debt. Any deficiency in the debt left outstanding will still be an obligation to CCC and subject to setoff from any agency of the U.S. Government.

In order to facilitate sale of the collateral, please sign the enclosed form, Agreement for Sale of Loan Collateral (CCC-400). Return it to this office within 10 calendar days of the date of this letter. If you do not sign the form and object to the removal of collateral, a court foreclosure will proceed before collateral will be sold and removed.

If you believe that you have been sent this notice in error, that the determination is in error, or that the amount due is incorrect, you have 30 calendar days from the date of this letter to request in writing, reconsideration, mediation, or an appeal.

Appeal Rights

You have the right to review and receive a copy of FSA records relating to this determination. You should contact this office regarding the review or copy of FSA records. If you believe the decision by the COC is in error, you may elect the following options.

- 1. Reconsideration by the County Committee (COC)
- 2. Appeal to the State Committee (STC)
- 3. Mediation
- 4. Appeal to the National Appeals Division (NAD)

You may only select one option at a time. You have 30 calendar days from the day you receive this letter to select one of the options listed. If you select NAD prior to selecting the

USDA is an equal opportunity provider, employer and lender.

Case: 3:18-cv-00137 Document #: 1-15 Filed: 02/27/18 Page 2 of 4 other options, once a hearing with NAD is held, you waive any rights you might have concerning appeal rights before the COC, STC, or requesting Mediation.

Reconsideration

You may request that the St. Croix County COC reconsider this determination by filing a written request no later than 30 calendar days after you receive this notice according to the FSA's appeal procedures found at 7 CFR Part 780. If you request reconsideration, you have the right to an informal hearing with the St. Croix County COC that you or you representative may attend personally or by telephone. If you choose to seek reconsideration you may later appeal the determination to the Wisconsin State FSA Committee (STC), or request mediation.

To request reconsideration, write to the St. Croix County COC at the following address and explain why you believe this determination is erroneous.

St. Croix County COC 1960 8th Ave Suite 121 Baldwin, WI 54002

Appeal to the Wisconsin State FSA Committee (STC)

You maybe appeal the County Committee's determination to the State Committee by filing a written request no later than 30 calendar days after you review this notice in accordance with the FSA appeal procedures found at 7 CFR Part 780. If you appeal to the State Committee, you have the right to an informal hearing that you or your representation may attend either personally or by telephone. If you choose to appeal to the State Committee, you maybe appeal the determination of the State Committee to National Appeals Division (NAD), or request meditation (unless mediated previously). If you appeal an initial decision of a County Committee to the State Committee, you waive your right to reconsideration by the County Committee of that decision. To appeal, write to the State Committee at the following address and explain why you believe this determination is wrong.

Wisconsin State FSA Committee Attention: State Executive Director 8030 Excelsior Drive, Suite 100 Madison, WI 53717-2906 Fax: (855) 758-0755

Mediation

Mediation is available as part of FSA's informal appeal process. Mediation may enable us to narrow the issues and resolve the matter by mutual agreement. You may have to pay all or part of the cost of mediation. If you request mediation, the running of the time frame in which you may file an appeal to stops. When mediation closes, the clock restarts and you will have the balance of the days remaining in that period to file an appeal. To request mediation, you must submit your written request no later than 30 calendar days after you receive this notice. To request mediation, write to the Wisconsin State mediation program at the following address and provide a copy of your request for mediation to FSA.

Farm Mediation Program

Wisconsin Department of Agriculture Trade and Consumer Protection

PO Box 8911

Madison, WI 53708-8911

(800)942-2474

Farmcenter@wisconsin.gov

NAD Appeal

You may appeal this determination to the National Appeals Division (NAD) by filing a written request no later than 30 calendar days after you receive this notice according to the NAD appeal procedures found at 7 CFR part 11. If you appeal to NAD, you have the right to a hearing that you or your representative may attend. Once a hearing with NAD begins, you waive any rights you might have to reconsideration, appeal to FSA, and mediation. To appeal, you must write to NAD at the following address, explain why you believe this determination is erroneous and provide a copy to FSA. You must personally sign your written appeal to NAD and include a copy of this letter.

USDA, National Appeals Division Eastern Regional Office PO Box 68806 Indianapolis, IN 46268-0806

You may also contact the County Office to receive a copy of the documents related to this determination.

County Executive Director

Enclosure: CCC-400

This for	n is available electronically.	
CCC-4 (11-19-1		1. FSA County Office Name and Address (Including Zip Code) St. Croix County FSA
<u> </u>	• •	1960 8th Ave Suite 121
		Baldwin, WI 54002
	FARM STORAGE FACILITY LOAN PROGRA	·
Α	GREEMENT FOR SALE OF LOAN COLLATER	
		2. Serial Number
		55/109/2017/2012/00016
NOTE:	information identified on this form is 7 CFR Part 1436, the Com- Agricultural Act of 2014 (Pub. L. 113-79). The information will be collateral to CCC for sale. The information collected on this for agencies, and nongovernmental entities that have been authori- applicable Routine Uses identified in the System of Records No	by Act of 1974 (5 USC 552a - as amended). The authority for requesting the commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the be used to enable legal conveyance of Farm Storage Facility Loan Program rm may be disclosed to other Federal, State, Local government agencies, Tribal rized access to the information by statute or regulation and/or as described in totice for USDA/FSA-14, Applicant/Borrower. Providing the requested sted information will result in a determination of inaligibility to convey Farm
	This information collection is exempted from the Paperwork Red Subtitle F. Administration). The provisions of criminal and civil fi RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA	duction Act, as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I fraud, privacy and other statutes may be applicable to the information provided. A OFFICE.
3. Borrov Randal	ver's Name and Address (Including Zip Code) 1 Raddatz & Ashley Raddatz	4. Borrower's Telephone Number (Including Area Code)
	ounty Road CC	715-781-2199
New Ri	chmond, WI 54017	
The and a Property process B. The E	n and related equipment; the Borrower desireds to the debt owned by the Borrower to CCC together with storrower conveys to CCC by execution of this Agreement posses	(6) (\$ 12,309.98) as evidenced by, with respect to the following property (collateral) (7) 27' x 8' ring cires that CCC take possession of and to sell this property and to apply the sales such other costs, expenses, and indebtedness as are described in Item F.
	ell the collateral shall be added to and become a part of the Born al note executed by the Borrower.	rower's indebtedness to CCC, under the same terms and conditions of the
c. ccc	may:	
	o sell the collateral either at private sale or at public auction in t	• • • •
(2)	Purchase the collateral, and may execute a bill of sale, either in sold at any such sale.	the name of the Borrower or in the name of CCC, for any such collateral
The B	orrower agrees that any loss of, deterioration of, or accidental de orrower releases and discharges CCC from liability for any and le by CCC of the collateral.	lamage to the collateral surrendered to CCC shall be borne by the Borrower. d all claims of every nature whatsoever in connection with the handling, care,
- 11 ¢ D	northment of Audicultura (USDA) prohibite disprintinglian applied the qualenters are	

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